

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA,  
THE CITY OF WINSLOW  
AND  
NAVAJO COUNTY

PARTIES

This AGREEMENT, entered into this 29 day of January, 1980, pursuant to A.R.S. 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", NAVAJO COUNTY, acting by and through its BOARD OF SUPERVISORS, hereinafter called "COUNTY" and the CITY OF WINSLOW, acting by and through its CITY COUNCIL, hereinafter called "CITY".

STATUTORY AUTHORIZATION

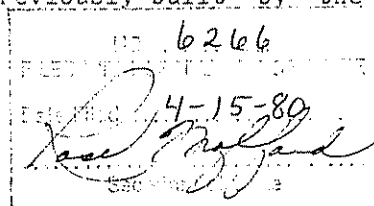
WHEREAS, STATE is empowered by A.R.S. Section 28-108 to enter into this agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE; and

WHEREAS, CITY is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY; and

WHEREAS, COUNTY is empowered by A.R.S. Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "B" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY; and

PURPOSE

WHEREAS, the North Park Drive ford or dip crossing of the Ruby Wash - Ice House Wash drainage channel, previously built by the



parties hereto as part of the comprehensive drainage system for the City of Winslow and Interstate Highway 40 (Flagstaff-Holbrook Highway), is inadequate during even moderate rainfall conditions; and

WHEREAS, the Federal Highway Administration, on July 31, 1979, approved the construction of a bridge with approaches to replace said ford; and

WHEREAS, STATE shall construct said bridge with the federal funds allocated for same, but will not maintain the bridge and approaches after construction as North Park Drive is not part of the state highway system; and

WHEREAS, the maintenance responsibility will be with CITY and COUNTY in their respective jurisdictions.

THEREFORE, the parties hereto covenant and agree as follows:

METHOD TO ACHIEVE PURPOSE AND MANNER OF FINANCING

STATE, for and as a part of its obligation hereunder, shall:

1. Complete the design plans for the right of way and construction phases of the bridge and approaches. The cost of such shall be a part of State's Project I-40-4(110).

2. Acquire, for and in the name of the CITY, but at STATE's cost, all rights of way necessary for construction and utilization of the bridge and approaches which shall be placed within the City limits.

3. Acquire, for and in the name of the COUNTY, but at STATE's cost, all rights of way necessary for construction and utilization of the bridge and approaches which shall be placed within an area over which the County has jurisdiction.

4. Advertise for bids and award the contract for the construction of all the improvements involved in this project and administer same in conjunction with Project I-40-4(110).

CITY, for and as a part of its obligation hereunder, shall:

1. Authorize and by these presents does authorize the STATE to act in its name in the acquisition of the necessary rights of way for the construction and utilization of the bridge and approaches which shall be placed within the City limits.

2. Permit said construction on lands which it presently owns or over which it has jurisdiction.

3. Perpetually maintain said bridge and approaches which shall be built within the City limits. The cost of said maintenance shall be included as part of its annual budget.

COUNTY, for and as a part of its obligation hereunder, shall:

1. Authorize and by these presents does authorize the STATE to act in its name in the acquisition of the necessary rights of way for the construction and utilization of the bridge and approaches which shall be placed within an area over which the County has jurisdiction.

2. Permit said construction on lands which it presently owns or over which it has jurisdiction.

3. Perpetually maintain said approach which shall be built on lands under its jurisdiction. The cost of said maintenance shall be included as part of its annual budget.

#### DURATION

This Agreement shall remain in force and effect until the completion of the construction as set forth herein in paragraph 4 under STATE's obligations or five (5) years from the date hereon, whichever shall first occur. The agreements herein relating to maintenance shall be perpetual.

#### TERMINATION

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

#### FILING WITH SECRETARY OF STATE

This Agreement shall become effective the day it is filed with the Secretary of State.

#### ATTORNEYS' APPROVALS

Attached to this Agreement and incorporated herein by reference are Exhibits "C" and "D" which are copies of the written

determinations of the appropriate attorneys that CITY and COUNTY are authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

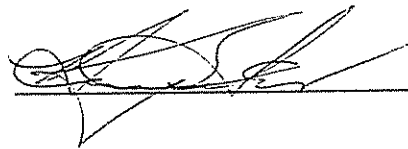
STATE OF ARIZONA

CITY OF WINSLOW

By:

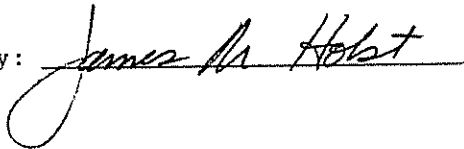
  
Chief Deputy State Engineer 3/27/80

By:



NAVAJO COUNTY, ARIZONA

By:



WRL:df

1-16-80



Exhibit A

RESOLUTION NO. 548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINSLOW, ARIZONA AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, NAVAJO COUNTY AND THE CITY OF WINSLOW, FOR THE MAINTENANCE OF THE BRIDGE ACROSS NORTH PARK DRIVE.

WHEREAS, an Intergovernmental Agreement has been submitted to the City of Winslow, Arizona by the Arizona Department of Transportation delegating the maintenance responsibility of a bridge constructed over North Park Drive, to the City of Winslow and Navajo County in their respective jurisdictions,

WHEREAS, The City Council of the City of Winslow, on December 11, 1979 authorized the acceptance of the Intergovernmental Agreement between the State of Arizona, Navajo County and the City of Winslow, as submitted by the Arizona Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Winslow as follows:

That the Mayor shall be authorized to sign the Intergovernmental Agreement between the State of Arizona, Navajo County and the City of Winslow for the maintenance of the bridge constructed by the State of Arizona over North Park Drive.

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona this 15th day of January, 1980.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk  
APPROVED AS TO FORM: 

EXHIBIT E  
RESOLUTION NUMBER \_\_\_\_\_

WHEREAS, the North Park Drive ford or dip crossing of the Ruby Wash-Ice House Wash drainage channel, previously built by the State of Arizona, the City of Winslow and Navajo County as part of the comprehensive drainage system for the City of Winslow and Interstate Highway 40 (Flagstaff-Holbrook highway), is inadequate during even moderate rainfall conditions, and

WHEREAS, the federal highway administration, on July 31, 1979, approved construction of a bridge with approaches to replace said ford, and

WHEREAS, federal funds have been allocated for said construction, and it appearing in the best interests of all parties concerned to utilize said funds for said bridge construction,

NOW, THEREFORE, BE IT RESOLVED that Navajo County be and hereby is authorized to participate in said bridge construction project and is authorized to enter into an intergovernmental agreement to accomplish this end, and the county administrator is hereby authorized to execute the final form of agreement for project no. I-40-4(110) North Park Drive (Winslow) for and on behalf of Navajo County.

DATED this 29 day of January, 1980.

  
\_\_\_\_\_  
CHAIRMAN OF BOARD OF SUPERVISORS

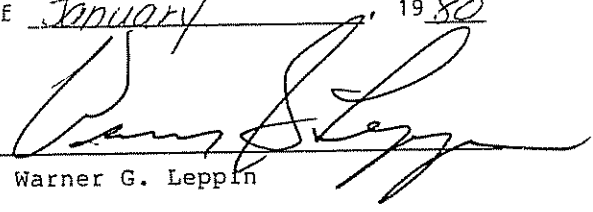
ATTEST:

  
\_\_\_\_\_  
CLERK OF THE BOARD

Exhibit C  
CERTIFICATION

WARNER G. LEPPIN, City Attorney of the City of Winslow,  
Navajo County, Arizona does hereby certify that the City of  
Winslow, Navajo County, Arizona, has authority to enter into  
Resolution No. 548, and that the agreement attached thereto  
is in proper form and is within the powers and authority granted  
to the City of Winslow under the laws of the State of Arizona.

Dated this 15th day of January, 1980

  
Warner G. Leppin

NAVAJO COUNTY ATTORNEY

JAY V. FLAKE  
COUNTY ATTORNEY  
WARNER G. LEPPIN  
CHIEF DEPUTY

NAVAJO COUNTY GOVERNMENTAL CENTER  
HOLBROOK, ARIZONA 86025  
TELEPHONE (602) 524-6161

THOMAS L. WING  
DEPUTY  
MICHAEL G. PROST  
DEPUTY

January 11, 1980

EXHIBIT D

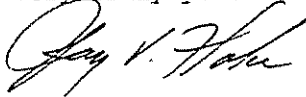
Jim Bruce  
Navajo County Engineer  
County Complex  
Holbrook, Arizona 86025

Re: Project No. I-40-4(110) North Park Drive (Winslow)

Dear Jim:

I have reviewed the proposed form of agreement for the above project and find that the county is authorized under the laws of the State of Arizona to enter into this agreement and that it is in proper form.

Very truly yours



JAY V. FLAKE  
Navajo County Attorney

JVF/mj





OFFICE OF THE  
**Attorney General**  
1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 80-184, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11<sup>th</sup> day of March, 1980.


ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division

RESOLUTION

BE IT RESOLVED on this the 7<sup>th</sup> day of January, 1980, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Highways Division of the Arizona Department of Transportation enter into an intergovernmental agreement with the City of Winslow and Navajo County for the construction of a bridge for North Park Drive over Channel "A" of the Winslow comprehensive drainage system.

Therefore, authorization is hereby given to draft an intergovernmental agreement for said purpose, which, upon completion, shall be submitted for approval and execution on behalf of the A.D.O.T. by the Chief Deputy State Engineer.

  
\_\_\_\_\_  
W. A. Ordway, Director  
Arizona Department of Transportation